Wednesday June 17, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowing Green
New York, NY 10004 -1408

Subject: June 1, 2009 Master Disposition Agreement, Article 9.5.11.

Dear Judge Drain,

I am writing this letter to strongly protest the plan of terminating severance payments to Delphi employees per Master Disposition Agreement Article 9.5.11:

9.5.11. Severance.

A. With respect to any former U.S. Salaried Employees of any Seller whose employment has been terminated on or prior to the date hereof and are or may be entitled to severance or termination payments or similar benefits, Sellers shall use their commercially reasonable efforts to cause any obligation to pay such severance or termination payments to cease as of the Closing, and neither Company Buyer nor GM Buyers shall have any Liability relating to any such payments or benefits

Severance is not a benefit; it is a legal binding contract. I signed the Separation Agreement in April of 2009, and my termination date was the end of April 2009. Both actions occurred while Delphi was in bankruptcy.

The reason I was separated from Delphi was because my Engineering job was being outsourced to Mexico. While I understand that Delphi has to cut costs in this economic climate, I also expect them to honor their liabilities. Especially in light of the fact that part of the Separation Agreement was that I had to waive my right to legal action against Delphi. I have honored my end of the agreement.

I appreciate your careful attention to this matter.

Suzanne C. Madasky_ Best Regards,

Suzanne C. Nadasky Former Delphi Employee

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